SOLICITATION, OFFER AND AWARD				1. This Contract Is A Rated Order Under DPAS (15 CFR 700) Rating DOA4 Page 1 of 37												
2. Cont	ract No.			Solicitatio			4. T	Type of Sogotiated	licitation		Date Issued		6. Requisi	ition/Pur).
7. Issue					Code	W56HZV	8. A	Address O	ffer To (If O	her Th	an Item 7)					
AMSTA	WARREN -PM-LAV-B															
WARRE	N, MICHIGAN	48397-500	00													
HTTP:	//CONTRACTI	NG.TACOM.	ARMY.M	IL												
SOLIC	ITATION	N	OTE: Iı	n sealed b	oid solicitati	ions 'offe	r' an	d 'offeror	' mean 'bid'	and 'bi	dder'.					
	ed offers in or ecified in iten (hou		ndcarri			located			es or services	in the S	Schedule will	be receiv	ved at the			_ until
	- Late Submi	ssions, Mod	dificatio			,	ection	ı L, Provi	sion No. 52.2	14-7 or	52.215-1. Al	l offers a	are subject	t to all te	rms and	
	ns contained Information				CLEVELAN	D				7	Telephone N	o. (Includ	de Area Co	ode) (NC	Collect	Calls)
Cal	l:	E-1	mail ad	ldress: CI	LEVELAD@TA						(586)574-6					
(X)	Section		Des	scription		Pag		able Of C	ontents Section		De	escription	n		Page	e(s)
(12)	5000000	Part I		chedule		- "8	(b)	(12)	Section		Part II - Con				- "8"	, (b)
X	A	Solicitation				1		Х	I		ract Clauses	* * * * .			14	
X	B C	Supplies of Description				7		Х	Part III - L		Documents, E of Attachmen		And Other	r Attachi	nents 23	
	D	Packaging			tatement						- Representa		d Instructi	ions		
X	E	Inspection				10		Х	K	_	esentations, (24	
Х	F G	Deliveries Contract A				13	L	X	L		r Statements s., Conds., an			OMC	33	
X	H	Special Co				1:	2		M		s., Conus., an nation Factor			015		
				•	OF	FER (M	ust be	fully con	pleted by off	eror)						
NOTE:	Item 12 does	not apply i	f the so	licitation	includes th	e provisi	ons a	t 52.214-1	6, Minimum	Bid Ac	ceptance Per	iod.				
inserted	ompliance wit by the offero n, delivered a	r) from the	date fo	r receipt	of offers sp	ecified a	bove,	, to furnis	h any or all it							
	ount For Pro															
	tion I, Clause nowledgment			he offero	r acknowle	dges		Amendme	nt Number	1	Date	Amendi	ment Num	her	Dat	te
	of amendment					U			110 1 (4111001			111101101	1 (011)		24	
	nts numbered								T							
15A. Co	ontractor/Off	eror/Quotei	r	Code		Facility			16. Name a	and Titl	le of Person A	Authoriz	ed to Sign	Offer (1	Type or P	Print)
15B. Te	elephone Num	ber (Includ	le	15C. Cl	neck if Rem	ittance A	ddre	ss is	17. Signatu	re			13	8. Offer	Date	
Aı	rea Code)			_	ifferent Fro urnish Such)ffer								
					AV	VARD (1	o be	complete	d by Governn	nent)						
19. Accepted As To Items Numbered 20. Amount							unting And A									
22. Authority For Using Other Than Full And Open Competition: 10 U.S.C. 2304(c)()					23. Submit Invoices To Address Shown In (4 copies unless otherwise specified) Item											
24. Administered By (If other than Item 7) Code					25. Payn	nent Will Be	Made B	Ву		•	C	ode				
SCD	PAS			ΔΠ	P PT											
	ne of Contrac		r (Type					27. Unite	ed States Of A	merica	a		28.	. Award	Date	
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SECTION	Δ	_	SUPPLEMENTAL	TNFORMATTON

	Regulatory Cite	Title	Date
A-1	52.204-4016	TACOM-WARREN ELECTRONIC CONTRACTING	JUL/2003

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (http://contracting.tacom.army.mil/opportunity.htm) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at http://contracting.tacom.army.mil/userguide.htm and http://contracting.tacom.army.mil/ebidnotice.htm for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at http://www.ecrc.ctc.com

[End of Clause]

A-2 52.204-4232 PUBLIC ACTIVITY INVOLVEMENT DEC/2002 (TACOM)

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	SECURITY CLASS: Unclassified				
1001	SECURITY CLASS: Unclassified				
0001AA	SERVICES LINE ITEM		LO		\$
	NOUN: STORAGE, EXERCISE,& MAINT LAV				
	PRON: T64DAV274K PRON AMD: 01				
	EST COST: \$ FIXED FEE: \$				
	COM: \$				
	Total: \$				
	(Fig. 2, 15, 11, 11, 11, 11, 11, 11, 11, 11, 11				
	(End of narrative B001)				
	The contractor shall perform the work efforts				
	specified in Section C.				
	(End of narrative C001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	1101201101 011911 11001111101 011911				
	Deliveries or Performance				
	DLVR SCH PERF COMPL				
	REL CD QUANTITY DATE 001 0 30-NOV-2005				
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	SECURITY CLASS: Unclassified				
1001AA	YEAR 1 - OPTION		LO		\$
	NOUN: STORAGE, EXERCISE,& MAINT LAV PRON: T64DAV274K PRON AMD: 01				
	EST COST: \$ FIXED FEE: \$ COM: \$				
	Total: \$ (End of narrative B001)				
	The contractor shall perform the work efforts				
	specified in Section C. (End of narrative C001)				
	(End of narracive coor)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH PERF COMPL				
	REL CD				
	\$				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SECURITY CLASS: Unclassified				
2001AA	YEAR 2 - OPTION		LO		\$
	NOUN: STORAGE, EXERCISE,& MAINT LAV PRON: T64DAV274K PRON AMD: 01				
	EST COST: \$ FIXED FEE: \$ COM: \$ Total: \$				
	(End of narrative B001)				
	The contractor shall perform the work efforts specified in Section C.				
	(End of narrative C001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 30-NOV-2007				
	\$				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT C.1 SCOPE OF WORK.

- C.1.1 <u>GENERAL</u>. The contractor shall store, maintain, exercise, and, when directed by Government approved Work Directive, perform testing on three (3) US Marine Corps Light Armored Vehicles. The period of performance shall be for a one year period with one-year options for up to an additional two years (see H.1).
- C.1.1.1 The contractor shall provide covered storage facilities capable of protecting the vehicles and Government Furnished Equipment (GFE) tools/test equipment and system support package from weather conditions. The contractor shall ensure the vehicles are maintained in an operational ready condition and provide safe secure storage for tools and equipment that may be necessary to support the maintenance and test efforts.

The following vehicles shall be stored, maintained, and exercised at the contractor's test facility:

TYPE VARIANT QUANTITY VEHICLE ID

LAV-25 1 Ea. 521869 LAV-25 ATD 1 Ea. 521361 LAV-Logistics 1 Ea. 522088

- C.1.1.2 In addition to the vehicles, the Government will provide all required spare/repair parts, common/special tools and support/test equipment to support contractor maintenance and testing. The contractor shall provide a dedicated secure maintenance facility to conduct maintenance/repair efforts, storage of system support packages, tools common/special and support and test equipment. These items will be shipped to the contractor in connex containers. The facility shall be capable of being secured or locked and provide space and utilities to accommodate at least two vehicles at the same time for maintenance. The facility shall be equipped with a lifting device (either fixed or portable) capable of lifting 5,000 lbs. with a vertical lift of seventeen (17) feet.
- C.1.2 <u>VEHICLE MAINTENANCE AND RESPONSIBILITIES</u>. The contractor shall be responsible for documenting all maintenance actions (scheduled and unscheduled) in each vehicle's Before, During, and After Sheet and the vehicle's log which will be provided by the Government with the vehicle. A copy of the Limited Technical Inspection (LTI) that is conducted for each scheduled maintenance action shall be provided to the government in accordance with CDRL A001. The Maintenance actions include scheduled Preventative Maintenance Checks and Services (PMCS) and unscheduled maintenance. The government will provide technical manuals for each vehicle variant as Government Furnished Information (GFI). The contractor shall use the TMs to perform required exercising and maintenance.
- C.1.3 TRAINING. The contractor shall provide personnel who are fully trained in the routine maintenance and operation of government combat vehicles/automotive systems for the duration of this contract. Training requirements for unique systems/equipment will be determined prior to the start of each test effort and will be included as part of the test work directive. The government will be responsible for providing training on the unique systems and equipment.
- C.2 TEST REQUIREMENTS. The contractor shall be required to conduct testing that will support the development, production, fielding efforts, and vehicle/systems improvements to the USMC Family of Light Armored Vehicles. All requirements for each test event shall be specified in an individual test work directive. The contract will be modified to incorporate the Test Work Directives and their respective costs. Specific test requirements will be documented in each test work directive that will include but not be limited to, Vehicle (automotive) and Weapon Systems (turret) Performance; Reliability, Availability and Maintainability (RAM); Environmental; Swim/Water Operation; Transportation and Transportability and communications/ Electronics testing.
- C.2.1 The contractor shall provide test facilities and test sites suitable for conducting all tests as specified by the government. The government will be responsible for the shipment of all vehicles, system support packages, tools (common and special) test and support equipment that will be used or stored at the test facility. In addition, the contractor shall make adequate temporary office space with access to administrative equipment and phone service available to Government personnel during testing.
- C.2.2 Each Test Work Directive will include the Government's requirements for the test called out in the Work Directives. The Government's requirements may include, but are not limited to:
- C.2.2.1 Requiring the contractor to develop a Detailed Test Plan (DTP) in contractor format for each test event. The DTP shall include as a minimum the following sections: Table of Contents; Introduction; Testing to be performed; Data Reporting; Data analysis; Appendices; Tables and Annexes. The DTP shall be submitted to the Government electronically IAW CDRL A002 for review and comment.
- C.2.2.2 The contractor may be required to utilize video taping and photography when specified in the applicable test work directive to highlight test activities and occurrences. Videotapes and photography shall be in contractor format and shall be provided to the Government in accordance with CDRL A003.
- C.2.2.3 The contractor shall be required to prepare a final report upon completion of each test event and provide it to the Government NLT 60 days after test completion IAW CDRL A004. This report shall be prepared in contractor format and shall reflect the actual hardware performance in regard to the parameters specified by the test work directive. The test report shall include as a minimum the purpose of the test, the system description, the test objectives, test concept, summary of findings, and conclusions and recommendations.

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C.2.2.4 The contractor may be required to conduct technical meetings at their facility as part of a vehicle test. The requirement for technical meetings will be included as part of the test work directive.

C.3 <u>POTENTIAL TESTS</u>. The following is a tentative schedule of test events and efforts that are being planned through FY07. The government will provide firm dates for each of the following events with test plans and schedules in the test work directive as they are finalized in accordance with paragraph C.2.

FY 2005

Towing Pintle Reinforcement Kit -25, -AT, -M. Allows the LAV-25, LAV-AT, and LAV-M to tow trailers and other FOLAV vehicles effectively without danger of the Towing Pintle being pulled out of the LAV hull.

Spare Tire Mount. Allows all FOLAV variants to carry a spare tire effectively. Provides a common mount to all FOLAV.

FOLAV Power Pack Support Stanchion. Replace the aging (rusted out) support stanchion with a corrosion resistant design.

Refinement of the NATO Reference Mobility Model for the FOLAV. Will allow PMO LAV to effectively model concepts and new ideas effectively without running a test vehicle for thousands of miles.

FY 2006

LAV-L POL Storage Rack. Provides a common, light weight storage rack for POLs and other gear for the LAV-L.

LAV-R Towing Pintle Redesign. Allows the LAV-R towing pintle to safely disengage the towing pintle.

Roll-Over Protection System. Will prevent loss of life to all occupants of a LAV that experiences a roll-over or other accident.

M242 Feeder Gear Clutch. Prevents a double feed of ammunition in to the breech of the M242 25mm gun.

M242 Triple Spring Receiver Clutch/Gear Set. Prevents mis-feeds and jams of ammunition during gun operations.

M242 Four-Sided Muzzle Brake. Reduces recoil from the main gun by 1,500 pounds. Will improve overall reliability of all turret LRUs and electronic equipment.

M242 Reduced Stroke Recoil. Reduces recoil from the main gun by 3,000 pounds. Will improve overall reliability of all turret LRUs and electronic equipment.

Suspension Jacking Pocket. Provides a pocket that will safely hold the jacks used to lift a LAV during maintenance operations.

LAV-25 Turret Vent Fan. Will prevent Electro-Magnetic Interference (EMI) from the fan from interfering with radio operations.

LAV-25 Turret Drive DC Motor. Will reduce the power demand of the turret drive system and lower noise in the turret.

LAV-25 Turret Drive Hydraulic Pump. Will reduce the power demand of the turret drive system and lower noise in the turret.

LAV-25 Traverse Drive Hydraulic Motor. Will reduce the power demand of the turret drive system and lower noise in the turret.

LAV-25 Elevation Drive Hydraulic Motor. Will reduce the power demand of the turret drive system and lower noise in the turret.

LAV-C2 7.5KW Silent Generator. Will provide the LAV-C2 with electricity during operations, and will prevent the drain down of vehicle batteries.

FOLAV Improved Headlight Assembly. Will provide assemblies that are common with all other LAV users as well as provide greater durability and reliability.

FOLAV Driver's Position Personnel Heater. Will provide the driver with heater during cold weather operations.

FY 2007

FOLAV Headlight and Tail Light Guards. Will reduce damage to during operations from impacts with brush and other items on in the field of operations.

FOLAV Mirror Upgrade. Will reduce damage to during operations from impacts with brush and other items on in the field of operations.

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LAV-25 Slip Ring Upgrade. Will allow for greater signal through put and great power transmission to the turret.

FOLAV Hull Hydraulic Pump. Will replace the high priced and difficult to support pump with a compact and modern pump.

FOLAV Engine Access Panel. Doors will be able to meet the treat of an overhead burst of a 155mm round without blowing in to the crew compartment.

C.4 VEHICLE SECURITY. When vehicles are not operating on the test courses the vehicles shall be locked and stored in a secured sheltered area to preclude any unauthorized access or use. Vehicles shall not be stored with weapons or ammunition and Communications Security (COMSEC) equipment shall be removed and stored in a safe secure area.

*** END OF NARRATIVE C 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE						

	Regulatory Cite	Title	Date
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

	Regulatory Cite	Title	Date
F-1	52.242-15	STOP WORK ORDER(ALTERNATE I dated APR 1984)	AUG/1989

- F.1 Period of Performance.
- F.1.1 CLIN 0001AA from date of contract award to 30 November 2005.
- F.1.2 CLIN 1001AA from date of exercise of Year 1 Option to 30 November 2006.
- F.1.3 CLIN 2001AA from date of exercise of Year 2 Option to 30 November 2007.

*** END OF NARRATIVE F 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-5	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-6	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-10	252.246-7001	WARRANTY OF DATA	DEC/1991
H-11	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003

- (a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-
 - (1) The offer exceeds \$10 million in value; and
 - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-
 - (i) Exceeds \$500,000 in value; and
 - (ii) Could be performed inside the United States or Canada.
 - (b) Information to be reported includes that for-
 - (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
 - (c) The offeror shall submit the report using-
 - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
 - (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

H-12 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING

JUN/2004

- (a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/
- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr.gov/. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm Rock Island: http://aais.ria.army.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm

Red River Army Depot: http://www.redriver.army.mil/contracting/Awards

Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm. If your VAN is later removed from the official list, or if you voluntarily drop your

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initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

- (e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:
 - (1) Microsoft* 2002 Office Products (TACOM can currently read Office 2002* and lower.): Word, Excel, Powerpoint, or Access
 - (2) 100 or 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM
 - (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).
- (4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.

[End of Clause]

H-13 52.216-4008

STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS

JUN/1989

Contractor chall re

The Contractor shall review the funding as it relates to work performed on the cost reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO) and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON) unless requested otherwise by the PCO.

H-14 52.246-4026

LOCAL ADDRESSES FOR DD FORM 250

JAN/2002

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
 - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
 - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://webl.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

H.1. Pursuant to FAR 52.217-6, the Government shall have the unilateral right to exercise options for up to two additional years of vehicle storage, maintenance, exercising, and testing as described in Section C. The Government must exercise these options in writing no later than 15 days prior to the expiration of the term of the contract (see paragraph F.1).

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: http://farsite.hill.af.mil/

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	JUL/1995
		CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-12	52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT	OCT/1997
I-13	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-14	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-15	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-16	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-17	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-18	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-19	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-20	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-21	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-22	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-23	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-24	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-25	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-26	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-27	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-28	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-29	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-30	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-31	52.228-7	INSURANCELIABILITY TO THIRD PERSONS	MAR/1996
I-32	52.232-17	INTEREST	JUN/1996
I-33	52.232-20	LIMITATION OF COST	APR/1984
I-34	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-35	52.232-25	PROMPT PAYMENT	OCT/2003
I-36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-37	52.232-33	DISPUTES	JUL/2002
I-38	52.233-3	PROTEST AFTER AWARD (ALTERNATE I, dated JUN 1985)	AUG/1996
I-39	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-39 I-40	52.242-1	PENALTIES FOR UNALLOWABLE COSTS	
			MAY/2001
I-41 I-42	52.242-13 52.243-2	BANKRUPTCY CHANGESCOST-REIMBURSEMENT	JUL/1995
		CHANGESCOST-REIMBURSEMENT (ALTERNATE I, dated April 1984)	AUG/1987
I-43	52.243-2		AUG/1987
I-44	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-45	52.244-2	SUBCONTRACTS (ALT IAUG 1998)	AUG/1998
I-46	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-47	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
		<i>77</i>	
I-48	52.246-23	LIMITATION OF LIABILITY	FEB/1997

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I-50	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-51	52.249-14	EXCUSABLE DELAYS	APR/1984
I-52	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-53	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-	MAR/1999
		RELATED FELONIES	
I-54	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-55	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER	NOV/1995
		THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	
I-56	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE	MAR/1998
		GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal	
		Register 27 Mar 98	
I-57	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-58	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-59	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-60	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS	APR/1996
		SUBCONTRACTING PLAN (DOD CONTRACTS)	
I-61	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-62	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-63	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-64	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-65	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-66	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC	SEP/2001
		ENTERPRISES	
I-67	252.227-7013	RIGHTS IN TECHNICAL DATANONCOMMERCIAL ITEMS	NOV/1995
I-68	252.227-7030	TECHNICAL DATAWITHHOLDING OF PAYMENT	MAR/2000
I-69	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-70	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD	MAR/2000
		CONTRACTS)	
I-71	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime:
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-72 52.204-7 CENTRAL CONTRACTOR REGISTRATION

OCT/2003

- (a) Definitions. As used in this clause--
- "Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.
- "Commercial and Government Entity (CAGE) code" means-
 - (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
 - (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

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Name of Offeror or Contractor:

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

- (i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:
 - (A) Change the name in the CCR database;
 - (B) Comply with the requirements of Subpart 42.12 of the FAR;
 - (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed
 - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

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(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I-73 52.219-3

NOTICE OF TOTAL HUBZONE SET-ASIDE

JAN/1999

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the list of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
 - (b) General.
- (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.
 - (2) Any award resulting from this solicitation will be made to a HUBZone small business concern.
 - (c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for-
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
- (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.
- (e) A HUBZone small business concern nonmanufacturer agrees to furnish in a performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

T-74	52.223-3	HAZARDOUS MA	ATERIAL IDENTIFICATION	N AND MATERIAL	SAFETY DATA	JAN/1997
_ / _	32.223 3	III III II I	TILDICITIE IDDIVITION TO	TA THAD LITTEDICATION	DIM DIT DITTI	01111/122/

(a) Hazardous material , as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract). (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert None)	

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

Reference No. of Document Being Continued **CONTINUATION SHEET**

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(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Conractor shall promptly notify the Contracting Officer and resubmit the data.

- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardousmaterial.
 - (h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows;
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to-
- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
 - (3) The Government is not precluded from using similar or identical data acquired from other sources. (End of clause)

I-75 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

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- (a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Evironnmental Protection Agency designates in 40 CFR part 82 as--
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _ _, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

- T-76 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS JUL/2004
 - (a) Definitions. As used in this clause--
 - (1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
- (2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

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(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for contruction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-77 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-78 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS APR/2003 Hand or measuring tools delivered under this contract shall be produced in the United States or its possessions.

(End of clause)

I-79 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA

MAY/2002

- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

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- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
 - (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
 - (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC

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Name of Offeror or Contractor:

20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--
 - (1) No ocean transportation was used in the performance of this contract;
 - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM CONTRACT

DESCRIPTION LINE ITEMS QUANTITY TOTAL

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-80 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available.

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Classified information shall be handled in full accordance with the appropriate security requirements.

- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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Name of Offeror	Name of Offeror or Contractor:							
SECTION J - LIST	OF ATTACHMENTS							
List of		-1.1		Number				
Addenda		Title	Dateo	f Pages Transmitted By				
Exhibit A	CONTRACT DATA REQUIREME	NTS LIST						

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MAY/1999

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST	MAR/1998
		COUNTRY per DoD interim rule, Federal Register 27 Mar 98	
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:
- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-5 52.204-5 WOMEN-OWNED BUSINESS OTHER THAN SMALL BUSINESS

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

[End of Provision]

K-6 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER OCT/2003

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
 - (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--

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(i)If located w	ithin the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; o
(ii)If located o	outside the United States, by contacting the local Dun and Bradstreet office.
(2)The offeror s	should be prepared to provide the following information:
(ii) Tradestyle (iii) Company ph (iv) Company ma: (v) Company tele (vi) Date the co (vii) Number of (viii) Chief exe (ix) Line of bus	al business name. , doing business, or other name by which your entity is commonly recognized. hysical street address, city, state and Zip Code. iling address, city, state and Zip Code (if separate from physical). ephone number. company was started. employees at your location. ecutive officer/key manager. siness (industry). dquarters name and address (reporting relationship within your entity).
	[End of Provision]
K-7	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001 AND OTHER RESPONSIBILITY MATTERS
(a)	
(1)	The Offeror certifies, to the best of its knowledge and belief, that
	(i) The Offeror and/or any of its Principals
	(A) [] are [] are not
Federal agend	presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any cy;
	(B) [] have [] have not
	within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
	(C) [] are [] are not
	presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph $(a)(1)(i)(B)$ of this provision.
	(ii) The Offeror
	[] has [] has not
within a three-y	year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
(2) "1	Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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Name of (Offeror	or C	ontractor:
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- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings
- en ma av

			F			
makin	g award.	. If it is later det	termined that the Offeror	knowingly rendered an erro	entation of fact upon which relia oneous certification, in addition sulting from this solicitation fo	to other remedie
]	End of Provision]		
K	8	52.215-6	PLACE OF PERFORMANCE		OCT/1997	
	(a) The	e offeror or respond	dent, in the performance o	of any contract resulting	from this solicitation,	
]] intends				
	[] does not intend				
	(Ch	neck applicable bloc	ck)			
indic			ants or facilities located esponse to request for inf		rom the address of the offeror or	respondent as
	(b) If	the offeror or resp	pondent checks <u>intends</u> in	paragraph (a) of this pro-	vision, it shall insert in follow	ing spaces the
requi		ormation:				
		Place of Performa Address, City, Co		Operator of the	ss of Owner and e Plant or Facility if eror or Respondent.	
				[End of Provision]		
к	-9	52.222-22	PREVIOUS CONTRACTS AND C	OMPLIANCE REPORTS	FEB/1999	
10		32.222 22	TREVIOUS CONTRACTS TAND	JOHN ELTINGE REPORTS	1 117, 1333	
	The offe	eror represents that	:			
	(a)) It [] has				
		[] has not				
the c					o the EQUAL OPPORTUNITY clause of e clause contained in Section 201	
	(b)) It [] has [] has not				

filed all required compliance reports; and

C	ONTI	INU	\TI	\mathbf{ON}	SHEE	T

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Name of Offeror or Contractor:

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It [] has developed and has on file,
 [] has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
 - (b) By signing this offer, the offeror certifies that-
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

- [] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- [] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of enerating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, ubtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - [] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

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[End of Provision]

K-12 252.223-7001 HAZARD WARNING LABELS

DEC/1991

- (a) <u>Hazardous material</u>, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
 - (1) Federal Insecticide, Fungicide and Rodenticide Act;
 - (2) Federal Food, Drug and Cosmetics Act;
 - (3) Consumer Product Safety Act;
 - (4) Federal Hazardous Substances Act; or
 - (5) Federal Alcohol Administration Act.
- (c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

	MATERIAL	(If No	one,	Insert	None.)			ACT	
-						-			
_						-			

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

K-13 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

APR/2003

- (a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
 - (b) Evaluation. The Government-
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
 - (c) Certifications and identification of country of origin.
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

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	(i)	Each end product, except those liste	ed in paragraphs $(c)(2)$ or (3) of this provision, is	s a domestic end product; and
or a qualifyir			onsidered to have been mined, produced, or manufactu	ured outside the United States
(2)	The	offeror certifies that the following	end products are qualifying country end products:	
		Line Item Number	Country of Origin	
(3)	The	following end products are other fore	eign end products:	
		Line Item Number	Country of Origin (If known)	
				
			[End of Provision]	
K-14	252	2.247-7022 REPRESENTATION OF EXTER	NT OF TRANSPORTATION BY SEA	AUG/1992
	ea is	anticipated under the resultant contr	propriate blank in paragraph (b) of this provision v ract. The term <u>supplies</u> is defined in the Transport	
(b) Repr	resent	ation. The Offeror represents that	it	
[]		es anticipate that supplies will be to sulting from this solicitation.	ransported by sea in the performance of any contract	t or subcontract
[]		es not anticipate that supplies will becontract resulting from this solicite	be transported by sea in the performance of any contation.	tract or
represents that	at it	_	will include the Transportation of Supplies by Sea ne resulting contract will also include the Defense s by Sea.	
			[End of Provision]	

K-15 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001 (TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website: http://www.ccr2000.com/

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K-16	52.215-4010	AUTHORIZED NEGOTIATORS	JAN/1998
	(TACOM)		

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	TITLE	TELEPHONE NUMBER

[End of Provision]

K-17 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993 (TACOM)

- (a) Definitions.
- (1) <u>Class I Ozone-Depleting Substances (CIODS)</u> refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:
 - (i) chlorofluorocarbon-11 (CFC-11)
 - (ii) chlorofluorocarbon-12 (CFC-12)
 - (iii) chlorofluorocarbon-13 (CFC-13)
 - (iv) chlorofluorocarbon-111 (CFC-111)
 - (v) chlorofluorocarbon-112 (CFC-112)
 - (vi) chlorofluorocarbon-113 (CFC-113)
 - (vii) chlorofluorocarbon-114 (CFC-114)
 - (viii) chlorofluorocarbon-115 (CFC-115)
 - (ix) chlorofluorocarbon-211 (CFC-211)
 - (x) chlorofluorocarbon-212 (CFC-212) (xi) chlorofluorocarbon-213 (CFC-213)
 - (xii) chlorofluorocarbon-214 (CFC-214)
 - (xiii) chlorofluorocarbon-215 (CFC-215)
 - (xiv) chlorofluorocarbon-216 (CFC-216)
 - (xv) chlorofluorocarbon-217 (CFC-217)
 - (xvi) halon-1211
 - (xvii) halon-1301
 - (xviii) halon-2402
 - (xix) carbon tetrachloride
 - (xx) methyl chloroform
 - (xxi) Methyl bromide
 - (xxii) hydrobromofluorocarbons (HBFCs)
 - (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.
- (2) <u>Directly requires the use of CIODS</u> means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.
- (3) <u>Indirectly requires the use of CIODS</u> means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

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Substitute

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Name of Offeror or Contractor:

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1)	During	our	review	of	the	${\tt specification}$	or	technical	data	package	in	this	solicitation,	we
	[] ł	nave												

found any direct requirements to use any CIODS. (If <u>have</u> is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

Spec/Standa	ard	Rec	quired CIO	<u>os</u>	<u>A</u> 1	vaila	able?	2	
review of the	specification	or	technical	data	nackade	in t	hic	eolicita	tion

(2) Further, in our review of the specification or technical data package in this solicitation, we--

[]	have	
Γ	1	have	not

[] have not

found any indirect requirements to use any CIODS. (Offerors who check <u>have</u> above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

		Substitute
<u>Spec/Standard</u>	Required CIODS	<u>Available?</u>

(e) Offerors who check <u>have</u> in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked <u>have</u> in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled <u>without CIODS</u>, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: http://farsite.hill.af.mil/

[End of Provision]

		Regulatory Cite	Title	Date
	L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF	JAN/2004
			SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE	
			ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST,	
			DOD 5010.12-L	
	L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
	L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
	L-4	52.215-1	INSTRUCTIONS TO OFFERORSCOMPETITIVE ACQUISITION (ALTERNATE II)	JAN/2004
			(OCT 1997)	
	L-5	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
	L-6	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
	L-7	52.216-1	TYPE OF CONTRACT	APR/1984
The	Government	contemplates awar	d of a CPFF contract resulting from this solicitation.	

Th

(End of provision)

T₁-8 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command ATTN: AMSTA-AQ, Associate Deputy for Contracting

(Protest Coordinator) Warren, MI 48397-5000 HO, Army Materiel Command

Office of Command Counsel

ATTN: AMCCC-PL

9301 Chapek Road, Rm 2-1SE3401

Ft. Blvoir, VA 22060

Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

52.233-4001 L-9 (TACOM)

HQ-AMC LEVEL PROTEST PROCEDURES

MAY/2000

- (a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.
 - (b) Agency Protest: An AMC Protest may be filed with either, but not both:

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Name of Offeror or Contractor:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.
- (c) <u>Election of Forum</u>: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.
- (d) <u>Protest Decision Authority</u>: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.
- (e) <u>Time for Filing a Protest</u>: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.
- (f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.
 - (g) Processing of HQ, AMC-Level Protests:
 - (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel 9301 Chapek Road, Rm 2-1SE3401 Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures: http://www.amc.army.mil/amc/command_counsel/protest.html

- (2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.
- (3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.
 - (4) The written decision will be binding on the Army Materiel Command and its contracting activities.
- (5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.
 - (h) Effect of Protest on Award and Performance:
- (1) <u>Protests before award</u>: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).
- (2) <u>Protests after award</u>: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:
 - -- contract performance will be in the best interests of the United States; or
- -- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.
 - (i) Remedies: The HO, AMC Protest Decision Authority may grant any one or combination of the following remedies:

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- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

L-10 52.215-4003 HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES DEC/2002 (TACOM) (NON-US POSTAL SERVICE MAIL)

(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command Acquisition Center Bid Lobby - Building 231, AMSTA-AQ-AMAD East 11 Mile Road Warren, MI. 48397-0001

- (b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.
- (c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.
- (d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.
- (e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.
 - (f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-11 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

- (a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.
- (b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

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Name of Offeror or Contractor:

L-12 52.219-4003 (TACOM) HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS

JUN/1997

- (a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.
 - (b) PTACs provide their clients with...
 - marketing advice
 - information on sales opportunities and partnering prospects
 - help with preparing offers
 - matching your firm's services and products to Government requirements
 - copies of Government specifications (sometimes for a fee)
 - post-award guidance
 - referrals to other business assistance resources
 - newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs
 - (c) To find the PTAC nearest you, visit http://www.dla.mil.ddas.default.htm on the World Wide Web.

[End of Provision]

L-13 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM AUG/1999

- (a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.
- (b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).
 - (c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.
- (d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM AMSTA-AQ-C (Ms. Shepherd) Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

- (e) If you contact Ms. Shepherd, please provide her with the following information:
 - (1) TACOM solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.
- (f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.
 - (g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command Office of Command Counsel 9301 Chapek Road, Rm 2-1SE3401 Ft. Belvoir, VA 22060

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Name of Offeror or Contractor:

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

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CONTRACT DATA REQUIREMENTS LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO A001

2. TITLE OF DATA ITEM: Limited Technical Inspection (LTI)

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.)
5. CONTRACT REFERENCE: C.1.2
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: No 8. APP CODE:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: As Required
11.AS OF DATE:
12. DATE OF FIRST SUB: See Blk 16
13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES PM-LAV B. COPIES FINAL 1 electronic copy

15. TOTAL: 1

16. REMARKS:

The contractor shall submit an electronic copy of the LTI to zinkc@tacom.army.mil.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO A002

2. TITLE OF DATA ITEM: Detailed Test Plan (DTP)

3. SUBTITLE

4. AUTHORITY (Dt of Acq Document No.)
5. CONTRACT REFERENCE: C.2.2.1
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: No 8. APP CODE:
9. DIST. STATEMENT REQUIRED:
10. FREQUENCY: As Required
11.AS OF DATE:
12. DATE OF FIRST SUB: See Blk 16
13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES PM-LAV

B. COPIES FINAL 1 electronic copy

15. TOTAL: 1

16. REMARKS:

The contractor shall prepare the DTP in contractor format and submit it electronically to zinkc@tacom.army.mil.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO A003

2. TITLE OF DATA ITEM: Video Tapes and Photographs

3. SUBTITLE

4. AUTHORITY (Dt of Acq Document No.)
5. CONTRACT REFERENCE: C.2.2.2
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: No 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As required
11.AS OF DATE: 12. DATE OF FIRST SUB: See Blk 16 13. DATE OF SUBS.SUB:

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14. DISTRIBUTION A. ADDRESSEES PM-LAV

B. COPIES FINAL 2 copies

15. TOTAL: 2

The contractor shall send the video tapes and photographs to U.S. Armt TACOM, 6501 E. 11 Mile Road, ATTN: AMSTA-PM-LAV-M, C. Zink, Warren, MI 48397-5000.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

C. CATEGORY: A. CONTRACT LINE ITEM NO B. EXHIBIT: D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO A004

2. TITLE OF DATA ITEM: Final Test Report

3. SUBTITLE:

5. CONTRACT REFERENCE: C.2.2.3 6. REQUIRING OFFICE: PM-LAV
9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As required 4. AUTHORITY (Dt of Acq Document No.) 7. DD250 REQ: 8. APP CODE: 12. DATE OF FIRST SUB: See Blk 16 13. DATE OF SUBS.SUB: 11.AS OF DATE:

14. DISTRIBUTION A. ADDRESSEES PM-LAV

B. COPIES FINAL 2 electronic copy

15. TOTAL: 2

16. REMARKS:

The contractor shall prepare the DTP in contractor format and submit it electronically to zinkc@tacom.army.mil.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE: